

cooperation and consulting agreement

Global Precision Research LLC (dba Ergo, hereinafter “Ergo”) and **TrueSec Ltd.** have agreed upon cooperation between the two companies and consulting services to be provided by TrueSec Ltd. (with a corporate address at 20-22 Bedford Row, London, United Kingdom, WC1R 4JS) to Ergo (headquartered at 122 E. 55th St, New York, NY 10022), (collectively “the Parties”) under the following agreement:

Preamble

It is both Parties' intent that we feel personally incentivized and motivated for a strong partnership. The Parties believe there is significant long-term value they can generate from this relationship. The Parties look forward to a long and mutually beneficial relationship.

1. Content of cooperation and services

TrueSec initiatives to be supported by Ergo

Ergo activities to be developed in cooperation with TrueSec, to include:

- Introductions
- Relationship promoting meetings
- Strategic advice and guidance

Ergo Investment Partners (EIP)

- Introductions for capital raising to be provided/supported by TrueSec Ltd.

2. Terms of participation

(a) The cooperation and services on behalf of TrueSec will be mainly provided by the chairman of TrueSec Ltd., Mr. Ehud Barak.

(b) Cooperation and support on behalf of Ergo will be provided by the proper principals, employees or agents/sources of the company.

3. **Term of agreement**

(a) Duration of the agreement is two years starting on the date it is signed by both parties.

(b) The term of the agreement will be renewed automatically for the following two years unless either party provides written notice of nonrenewal three months prior to the agreement expiration date.

(c) This agreement may be terminated at any time by either party with three months advance written notice to the other party. In the event of an early termination, all fees earned up to the termination date will be disbursed within 30 days, all profit-share in Ergo and EIP will be paid pro-rata, and all fees earned by TruSec bringing investment to EIP will continue to be paid to TruSec for the life of that investment with EIP.

4. **Compensation**

(a) **TrueSec Ltd. initiated projects** Projects or paying contracts initiated by TrueSec Ltd.: Gross profit (after subtracting direct expenses and costs) will be split 50/50 between Ergo and TrueSec Ltd. (see appendix A).

(b) **Ergo activities and initiatives** supported by TrueSec Ltd. through business development, introductions, meetings etc.: 10% of gross business/contract volume and 5% of follow-ups. (see appendix A)

(c) **Ergo Investment Partners** In regard to introductions to capital, initiated or supported by TrueSec Ltd., TrueSec Ltd. will have the right and Ergo will be responsible for the payment by Ergo Investment Partners of 20% of all fees to include carry and performance fees on all the above mentioned capital all along its lifespan. (see appendix A)

(d) **Overall compensation**

(i) \$150,000 per annum with 60% draw, to be paid in equal installments at the end of each quarter from the date the agreement had been signed (see appendix A)

(ii) 5% of profit share in Ergo, as well as 5% of Ergo's 50% profit share in Ergo Investment Partners. (see appendix A)

5. Expenses

Normal expenses will be carried by each party.

Exceptional expenses of TrueSec incurred at the explicit request of Ergo if mutually agreed upon and approved in advance, will be reimbursed on a quarterly basis by Ergo together with the quarterly payment.

6. Non conflict, non exclusive

(a) TrueSec Ltd. and Ergo will make sure that other activities taken by the respective companies and leaders will not create conflict of interest or direct competition regarding its commitments to the other party, as reflected in this agreement.

(b) When relevant opportunities arise, the Parties agree to make a good faith effort to refer relevant opportunities to each other, but this agreement does not provide exclusivity on/by either side.

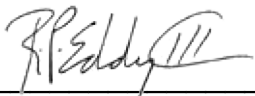
7. Governing law and jurisdiction

This agreement shall be governed and construed in accordance with the laws of the State of New York.

signed on Thursday, June 27, 2013

On behalf of **TrueSec Ltd.**

Ehud Barak



On behalf of **Ergo**

RP Eddy